

IN THE UNITED STATES DISTRICT COURT FOR
THE WESTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

MARTIN D. SPIRKO,

Defendant.

CIVIL NO.: 2:08-cv-01200

CONSENT JUDGMENT

AND NOW, to wit, this 9th day of Feb, 2009, after presentation and consideration of the foregoing Motion For Consent Judgment In Mortgage Foreclosure heretofore filed by Plaintiff, the United States of America, IT IS HEREBY ORDERED that said Motion is GRANTED.

IT IS FURTHER ORDERED

(a) Consent judgment *in rem* in mortgage foreclosure is entered in favor of Plaintiff and against Defendant in the amount of \$12,852.66 together with interest from December 15, 2008, at the rate of 9.00% per annum to the date of judgment, and interest at the legal rate from the date of judgment, and reasonable attorneys' fees and collection costs;

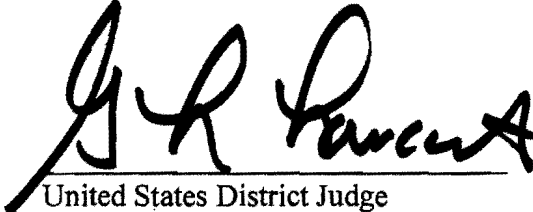
(b) Plaintiff will forbear from executing on the consent judgment and shall waive \$2,056.00 of escrow and \$881.64 in late charges which total \$2,937.64 provided: (1) Defendant, contemporaneously with the filing of this Motion, tenders payment to Plaintiff's counsel in the amount of \$8,470.02, which shall reduce the balance on the loan to \$4,382.64; (2) Commencing on March 1, 2009, and continuing on the 1st day of each successive month, Defendant tenders to Plaintiff's counsel six equal monthly payments of \$241.00, which total \$1,446.00; and (3) Defendant

tenders payment to Plaintiff for any additional escrow advances (i.e. taxes and insurance) paid by Plaintiff prior to Defendant paying in full the foregoing amounts;

(c) If Defendant tenders payment as set forth in Paragraph (b) above, Plaintiff shall immediately thereafter have the *in rem* judgment entered against Defendant vacated, and settle and discontinue the pending foreclosure action;

(d) If Defendant fails to tender payment as set forth in Paragraph (b) above, the entire judgment amount of \$12,852.66 plus interest, late fees, escrow, administrative fees, and legal fees and costs from December 15, 2008, shall be due and owing (less any payments made by Defendant); and

(e) If Defendant fails to tender payment as set forth in Paragraph (b) above: (1) Plaintiff may proceed to have a Writ of Execution issued and schedule the mortgaged property for the next available Marshal's Sale; (2) The subject property shall be exposed to a Marshal's Sale for the purpose of satisfying Plaintiff's judgment; and (3) Plaintiff shall be paid the amount adjudged to be due and owing Plaintiff, with interest thereon to the time of such payment, together with the costs and expenses incurred by this action and by any sale of the subject property.


United States District Judge

[THE SIGNATURES OF PLAINTIFF'S COUNSEL AND DEFENDANT'S
COUNSEL APPEAR ON THE FOLLOWING PAGE]

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